

AMENDMENT TO AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND**

Nova Therapeutic Community, Inc

AMENDMENT TWO SEPTEMBER 1, 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services, DIVISION OF CHILDREN AND FAMILY SERVICES (hereinafter "DHHS"), and Nova Therapeutic Community, Inc, 8502 Mormon Bridge Road, Omaha NE 68152 (hereinafter "Contractor").

The Contract between the parties dated October 15, 2011 is hereby amended as follows:

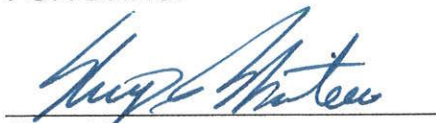
Article I. Term and Termination is amended to read:
This Contract is in effect through June 30, 2013.

Article II.A. Consideration is amended to read:
DHHS shall pay the Contractor a total amount not to exceed \$500,000.00 for the services specified herein.

All other terms and conditions remain in full force and effect.


IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.

FOR DHHS:


Signature

Kerry T. Winterer, CEO
Department of Health and Human Services

FOR Nova Therapeutic Community:


Signature

Nova Therapeutic Community

DATE: 10/8/12

DATE: 8-23-12

51496-04

AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND

NOVA THERAPEUTIC COMMUNITY, INC

AMENDMENT ONE, APRIL 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Nova Therapeutic Community, Inc**, 8502 Mormon Bridge Road, Omaha NE 68152, (hereinafter "Contractor").

The Contract between the parties dated October 15, 2011 is hereby amended as follows:

Article I. Term and Termination. A. Term is amended to read:

This contract is in effect from October 15, 2011 until August 31, 2012.

All other terms and conditions remain in full force and effect.


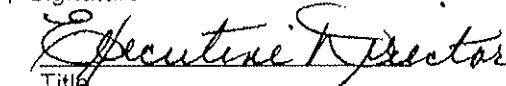
IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.

FOR DHHS:


Signature

Thomas D. Pristow, Director
Division of Children and Family Services
Department of Health and Human Services

FOR CONTRACTOR:


Signature

Title
Nova Therapeutic Community, Inc

DATE: 5/14/12

DATE: 4-30-12

AMENDMENT TO AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND**

Nova Therapeutic Community, Inc

AMENDMENT TWO SEPTEMBER 1, 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services, DIVISION OF CHILDREN AND FAMILY SERVICES (hereinafter "DHHS"), and Nova Therapeutic Community, Inc, 8502 Mormon Bridge Road, Omaha NE 68152 (hereinafter "Contractor").

The Contract between the parties dated March 1, 2012 is hereby amended as follows:

Article I. Term and Termination is amended to read:

This Contract is in effect through June 30, 2013.

Article II.A. Consideration is amended to read:

DHHS shall pay the Contractor a total amount not to exceed \$1,000,000.00 for the services specified herein.

All other terms and conditions remain in full force and effect.

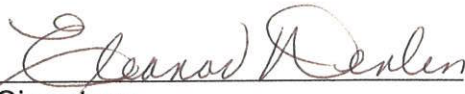
IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.

FOR DHHS:


Signature

Kerry T. Winterer, CEO
Department of Health and Human Services

FOR Nova Therapeutic Community


Signature

Nova Therapeutic Community

DATE: 10/8/12

DATE: 8-23-12

SW13-04

AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND

NOVA THERAPEUTIC COMMUNITY, INC

AMENDMENT ONE, APRIL 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Nova Therapeutic Community, Inc**, 8502 Mormon Bridge Road, Omaha NE 68152, (hereinafter "Contractor").

The Contract between the parties dated March 1, 2012 is hereby amended as follows:

Article I. Term and Termination. A. Term is amended to read:

This contract is in effect from March 1, 2012 until August 31, 2012.

All other terms and conditions remain in full force and effect.


IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.


FOR DHHS:


Signature

Kerry T. Winterer
Chief Executive Officer
Department of Health and Human Services

FOR CONTRACTOR:


Signature


Title
Nova Therapeutic Community, Inc

DATE: 5/14/12

DATE: 4-30-12

AMENDMENT TO AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND**

Nova Therapeutic Community, Inc

AMENDMENT FOUR SEPTEMBER 1, 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services, DIVISION OF CHILDREN AND FAMILY SERVICES (hereinafter "DHHS"), and Nova Therapeutic Community, Inc, 8502 Mormon Bridge Road, Omaha NE 68152 (hereinafter "Contractor").

The Contract between the parties dated July 1, 2011 is hereby amended as follows:

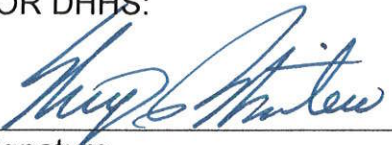
Article I. Term and Termination is amended to read:
This Contract is in effect through June 30, 2013.

Article II.A. Consideration is amended to read:
DHHS shall pay the Contractor a total amount not to exceed \$2,000,000.00 for the services specified herein.

All other terms and conditions remain in full force and effect.


IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.

FOR DHHS:


Signature

Kerry T. Winterer, CEO
Department of Health and Human Services

FOR Nova Therapeutic Community


Signature

Nova Therapeutic Community

DATE: 10/8/12

DATE: 8-23-12

49139-04

AGENCY SUPPORTED FOSTER CARE CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND
NOVA THERAPEUTIC COMMUNITY, INC
AMENDMENT THREE, APRIL 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Nova Therapeutic Community, Inc**, 8502 Mormon Bridge Road, Omaha NE 68152, (hereinafter "Contractor").

The Contract between the parties dated July 1, 2011 is hereby amended as follows:


Article I. Term and Termination. A. Term is amended to read:

This contract is in effect from July 1, 2011 until August 31, 2012.

All other terms and conditions remain in full force and effect.


IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.


FOR DHHS:


Signature

Kerry T. Winterer, CEO
Department of Health and Human Services

FOR CONTRACTOR:


Signature


Title
Nova Therapeutic Community, Inc

DATE: 5/14/12

DATE: 4-30-12

AB#
3438050

49139-04

**A CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND
NOVA THERAPEUTIC COMMUNITY
AMENDMENT TWO, JANUARY 2012**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **NOVA Therapeutic Community, 3483 Larimore Avenue, Omaha Nebraska 68111** (hereinafter "Contractor").

The Contract between the parties dated July 1 2011 is hereby amended as follows:

Article III.A.1 is amended to read:

The Contractor agrees to provide Agency Supported Foster Care for youth that DHHS has referred to the Contractor in licensed foster homes, approved relative foster homes, and approved child specific homes. The Contractor is responsible for on-going foster parent recruitment, training, licensing and relicensing of foster homes and 24-hour support of foster parents through the creation and implementation of the General Foster Parent Support Plan developed by NSA and the ASFC agency provider. See Process (Attachment A page 1) and Form (Attachment A pages 2 and 3).

Article III.A is amended to include Article III.A.7 to read:

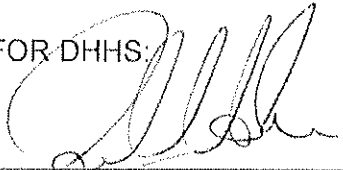
The Contractor agrees to provide Agency Supported Foster Care services as more fully defined in the Roles and Responsibilities developed by NSA DHHS. See Roles and Responsibilities Document (Attachment A pages 4 through 22).

Article III.B.5.a. is amended to read:

The Contractor shall insure that support is provided to the level that insures individualized outcome for each youth in care. Support for each youth must lead to the outcomes of permanency, placement stability, safety, and well-being. Strategies to meet these outcomes must be identified and implemented through the use of the Child Specific Support Plan developed by NSA and ASFC agency provider. See process (Attachment A page 23) and form (Attachment A pages 24, 25 and 25).

All other terms and conditions remain in full force and effect.

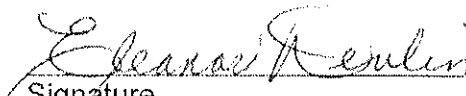
IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.

FOR DHHS: 
Signature

Scott L. Adams, Ph.D
Interim Director
Division of Children and Family Services
Department of Health and Human Services

DATE: 2/11/12

FOR CONTRACTOR:


Signature

Title: Executive Director

DATE: 1-13-12

Attachment A
Foster Parent General Support Plan Process
Revised 08.04.2011

Foster parent general support plans are created for every licensed foster home in the Northern Service Area. General support plans for foster parents should be created by the ASFC Staff conducting the home study and completing the licensing information to be submitted to DHHS.

General support plans should include the strengths of the foster parent as well as any weaknesses identified in the home study process. These plans will serve two purposes.

The first of these is to strengthen, provide education and otherwise support the foster parent in providing care for children who are wards of the state of Nebraska. Areas of weakness or needed support should be identified during the home study process. These areas should be noted in the support plan with input from both the ASFC specialist and the foster parents. Once an area needing support is identified, strategies to address this need should be developed and a plan put in place to implement these strategies. Progress toward completion of these strategies should be tracked and further recorded in the support plan. The foster parent general support plan will be reviewed with progress or changes in strategy updated a minimum of once yearly at the time of the agency evaluation. More frequent evaluation may be appropriate depending on the needs and strategies identified.

The second purpose of the foster parent general support plan which identifies the strengths of the foster parent is to provide information for increased success in matching foster parents to the children to be placed with them in regard to the needs of the child. Greater success in this area should lend to fewer changes of placement and more stability in the life of the child.

Foster parent general support plans should be completed during the licensing process and signed by both the ASFC representative and the foster parents. A copy of the support plan should be provided for the foster parent to retain and refer to during the life of the plan.

A copy of the foster parent general support plan should be provided to DHHS Resource Development staff at the time the licensing packet is submitted to DHHS and will be included in the official foster home licensing file maintained by DHHS. When the general support plan is evaluated or changed, a copy of the revised plan should be sent to the appropriate DHHS RD staff within 30 days of the change for inclusion in the RD file.

General Foster Parent Support Plan

Revised 08.04.2011

Date: _____

Foster Parent Name: _____

Address: _____

Phone Number(s): _____

Agency Support Foster Care Specialist (ASFC) Name: _____

Address: _____

Phone Number(s): _____

Strengths of foster parents: _____

Limitations or weaknesses of foster parents: _____

Recommendations for additional training and support for foster parents: _____

Foster Parent Signature (s): _____

ASFC Specialist Signature: _____

Evaluation of Progress: _____

Date of Evaluation: _____ **Initials of all Participants:** _____

Evaluation of Progress: _____

Date of Evaluation: _____ **Initials of all Participants:** _____

Evaluation of Progress: _____

Date of Evaluation: _____ **Initials of all Participants:** _____

Roles and Responsibilities

Revised 10.13.2011

ASFC Staff

Approved homes

ASFC agency receives notification of assignment of foster home to their agency

Roles and Responsibilities

DHHS Staff

Approved homes

CFS Specialist completes approval packet requirements, including Approval Home Outline, Request for Approved Status, Authorization and Notification for Background Information Review, Approved Foster Home Responsibilities Agreement, W-9, Discipline Policy and Agreement, Confidentiality Agreement after discussing all information and securing signatures as appropriate.

CFS Specialist completes placement paper work with home

CFS Specialist leaves Health a Information report, Reference Sheet and Self Study for each care taker in the home, with placement directing them these completed forms must be supplied to the ASFC agency once assigned.

Within one Business day, CFS Specialist notifies Contract Liaison of Emergency placement and need for assignment to ASFC agency

CFS Specialist submits Approved Home Outline and Request for Approved Status to appropriate CFS Administrative or designee within 2 business days.

CFS Specialist submits Authorization and Notification for Background Information Review, w-9, Disciplinary Policy Agreement and Confidentiality Agreement to DHHS RD worker within the next business day.

DHHS RD worker sends copies of the Notification of Background Information Review and Results, W-9, Disciplinary Policy Agreement and Confidentiality Agreement and Approved Foster Homes Cooperation Agreement to ASFC Agency within 5 working days.

ASFC agency contacts placement within 2 business days to set up appointment to collect necessary forms, complete home study process including finger prints which must be submitted within 10 days of placement of the child, initiate child specific support plans including discussing strengths, weakness of the foster parents and strategies to be implemented in order to insure placement stability

Within one Business day, CFS Specialist will type the ASFC referral and email to the assigned agency

ASFC agency submits completed home study to appropriate DHHS RD within 30 calendar days of placement

CFS Specialist provides appropriate supporting documentation as determined by DHHS to the assigned agency which may include, but is not limited to the case plan/court report, FC pay checklist, Visitation Plan, Immunizations, Psychiatric/Psychological evaluations, Educational Evaluations, Conditions of Liberty

ASFC Agency completes child specific foster parent support plan with foster parents and CFS to develop strategies specific to the needs of each child in placement. Copies are provided to the CFS Specialist for approval and signature within 30 days of placement.

Within 5 working days of receiving the plan, CFS Specialist Reviews Child Specific foster parent Support plan. If approved, the CFS provides this copy to their CFSS supervisor for approval. The CFSS supervisor gives final approval, signs the document and returns it to the agency. Copies are retained for the CFS file. If updates are required the document is returned to the agency for revision within 5 working days.

When necessary, the revised version of the Child Specific foster parent support plan is resubmitted to DHHS within 5 working days.

If revision is necessary, CFS Specialist provides additional relevant information for child specific support plans to the agency within five working days. Once resubmitted, CFS Specialist reviews plan completed by the agency within 5 working days. If approved, CFS provides this copy to their CFSS supervisor for approval. The CFSS supervisor gives final approval, signs the document and returns it to the agency. Copies are retained for the CFS file.

ASFC Agency staff will work as needed, with foster parents to help them understand and comply with the permanency outcomes set out by DHHS. If foster parents have issues or disagreements with the DHHS recommendations or court orders, a team approach will be used to resolve the conflicts

DHHS is solely responsible for establishing permanency objectives and case plan goals and submitting them to the court for approval.

ASFC Agency provides 24-hour crisis intervention to licensed and approved foster homes, including availability of a 24-hour seven days a week crisis line specific to each agency.

Additional crises support could include immediate face to face contact in the foster home if warranted, contacting HHS or other agencies as appropriate. The agency will provide follow up after the crisis situation to provide additional services as identified. Follow up will be maintained until the crisis situation has resolved.

Levels of Care

Level 1

- 1) Face to Face contact with the youth or foster family will be as needed.
- 2) A minimum of two (2) contacts per month with youth or foster parents. This support may be by phone, e-mail, or face to face. Contact at Family Team Meetings is included.
- 3) The Contractor agrees to attend all the Family Team Meetings for youth in their care.

Level 2

- 1) The minimum number of Face to Face contacts is one (1) time per month with the youth. This meeting must be in the foster home.
- 2) A minimum of two (2) contacts per month with the foster family with one (1) visit being face to face and the rest may be by phone or e-mail. Contact at Family Team Meetings may be included.
- 3) The Contractor agrees to attend all the Family Team Meetings for youth in their care.

Levels of Care

Level 3

- 1) The minimum number of Face to Face contacts with the youth will be two (2) times per month with one (1) face to face contact being in the foster home.
- 2) A minimum of one (1) contact per week with the foster family will occur with at least one (1) contact being face to face each month and the rest may be by phone or e-mail. Contact at Family Team Meetings is included.
- 3) The Contractor agrees to attend all the Family Team Meetings for youth in their care. Support is also provided in accordance with permanency objective and case plan goals established by DHHS

ASFC Agency refers legal parties to DHHS regarding case management decisions including but not limited to permanency objective, case plan goals, change in visitation.

DHHS is responsible for communicating with legal parties involved with each specific case.

If contacted by the GAL, ASFC staff shall give information regarding day to day activities and progress of the youth, including but health and well being, behaviors in the foster home and school performance and behaviors.

DHHS is responsible for signing a release of information for the ASFC staff to speak to any outside entity as is appropriate within the services provided by the ASFC agency. As temporary legal custodian, DHHS will be privy to any outside contact by the ASFC agency with other entities including the GAL. Parameters for such outside contact will be established through a properly executed release of information.

ASFC Agency supports visitation plan and provides or arranges for transportation to visits within 25 mile radius at no additional cost to the department; transportation beyond 25 miles can be provided by the foster parent or ASFC agency staff with prior authorization by CFS

CFS Specialist determines visitation plan details and provides to foster parents and agency

ASFC Agency provides or arranges for transportation for the youth to services within a 25-mile radius at no additional cost to DHHS. This includes but is not limited to transporting youth to activities and community service, therapy visits, doctor appointments, court hearings and legal appointments, family visits and the school where the youth is currently enrolled.

CFS Specialist provides foster parent and agency with relevant information regarding education

ASFC Agency attends family team meetings

CFS Specialist schedules Family Team Meetings

ASFC Agency provides monthly updates regarding each youth in foster care and submits reports by the 15th of the following month to the assigned CFS worker.

Agency provides additional information in regard to case plan/court report or other instances identified by DHHS staff upon request.

Licensed Homes	Licensed Homes
ASFC Agency receives request for licensing a prospective foster parent from NFAPA including the form "Authorization and Notification for Background Information Review" and forwards this request to DHHS RD supervisor or designee for completion of background checks (not to include the National Criminal History check done by fingerprinting and submitted through the FBI and State Patrol).	DHHS RD staff receives request for background checks and completes this process within 7 business days from the time of receipt and issues result to the agency on the "Background checks completed" form
ASFC Agency and DHHS convene local screen team meeting to discuss prospective foster parents and determine suitability of applicant to proceed with licensing process.	ASFC Agency and DHHS convene local screen team meeting to discuss prospective foster parents and determine suitability of applicant to proceed with licensing process.
ASFC Agency provides foster parent training as agreed upon by NSA	
ASFC Agency completes initial licensing packet and includes the foster parent general support plan. The packet is submitted to DHHS RD for approval.	DHHS RD reviews licensing packet. If changes are required to meet policy and DHHS standards, the packet is returned to the submitting agency with changes identified within 5 business days.
If needed changes are identified by DHHS staff, ASFC staff updates the licensing packet and resubmits it to DHHS RD within 10 calendar days of requested updates.	When necessary, DHHS RD reviews submitted changes and approves.
	When DHHS RD determines that information is complete, DHHS RD notifies ASFC agency of this decision and completes appropriate Nfocus functions.
Relicensing of Foster Homes	Relicensing of foster Homes

ASFC Agency staff provides all information needed for relicensing to DHHS RD staff 30 days calendar prior to the end of the licensing period.

DHHS RD staff receives all relicensing information from the ASFC agency and, if relicensing is approved, completes appropriate Nfocus functions.

Placement in a Licensed Home

ASFC Agency staff receives referral information. For emergency referrals, the ASFC agency contacts the worker within 1 hour of receiving the referral to update/further discuss referral. For non-emergency referrals for placement, the ASFC staff will send an email confirming the receipt of the referral and will respond to CFS with placement options within a maximum of 5 calendar days.

Placement options are provided to CFS Specialist as soon as available.

ASFC Agency staff provides listing of all homes contacted and reasons for denial of placement.

ASFC Agency Staff receives notification of decision to place

ASFC Agency Staff coordinates placement in the foster home with the CFS Specialist and coordinate the placement with the foster parents

ASFC Agency staff attends placement meeting with the DHHS CFS Specialist and foster parent.

Placement in a licensed Home

CFS Specialist sends referral information via email to the three ASFC agencies providing services to NSA

CFS Specialist considers all options presented by ASFC agencies responding and determines placement that is in the best interest of the child.

CFS Specialist receives documentation of placement efforts from each agency. This information is printed and placed in the youth's file to document efforts for CFSR.

CFS Specialist notifies ASFC staff of decision to place. Once placement has been determined or is no longer necessary, those agencies whose options are not being used or agencies who continue to search will be notified by phone using cell phone numbers provided by each agency of the fact that searching is no longer necessary.

CFS Specialist coordinates placement in the foster home with the ASFC Agency staff.

CFS Specialist completes placement paper work with Foster family at the time of placement and provides copies to ASFC agency supporting the licensed home within 5 calendar days.

	<p>CFS Specialist provides appropriate supporting documentation as determined by DHHS to the assigned agency which may include, but is not limited to the case plan/court report, FC pay checklist, Visitation Plan, Immunizations, Psychiatric/Psychological evaluations, Educational Evaluations, Conditions of Liberty</p>
<p>ASFC Agency completes child specific foster parent support plan with foster parents and CFS to develop strategies specific to the needs of each child in placement. Copies are provided to the CFS Specialist for approval and signature within 30 calendar days of placement.</p>	<p>Within 5 working days of receiving the plan, CFS Specialist reviews child specific foster parent support plan. If approved, the CFS Specialist provides this copy to the CFSS Supervisor for approval. The CFSS Specialist gives final approval, signs the document and returns it to the agency. Copies are retained for the CFS file. If updates are required, the document is returned to the agency for revision within 5 working days.</p>
<p>If child specific support plan is returned for revision, agency has 5 working days to make revisions and resubmit to DHHS.</p>	<p>If revisions are necessary, CFS Specialist provides additional relevant information for child specific support plans to the agency within 5 working days. Newly submitted child specific support plan is reviewed, approved and given to CFSS Supervisor for approval and signature as above.</p>
<p>ASFC Agency staff provides support to foster parents to comply with permanency recommended by DHHS and approved by the Court</p>	<p>DHHS is solely responsible for establishing permanency objectives and case plan goals and submitting them to the Court for approval.</p>
<p>ASFC Agency provides 24-hour crisis intervention to licensed and approved foster homes, including availability of a 24-hour seven days a week crisis line specific to each agency. Additional crises support could include immediate face to face contact in the foster home if warranted, contacting HHS or other agencies as appropriate. The agency will provide follow up after the crisis situation to provide additional services as identified. Follow up will be maintained until the crisis situation has resolved.</p>	

Levels of Care

Levels of Care

Level 1

- 1) Face to Face contact with the youth or foster family will be as needed.
- 2) A minimum of two (2) contacts per month with youth or foster parents. This support may be by phone, e-mail, or face to face. Contact at Family Team Meetings is included.
- 3) The Contractor agrees to attend all the Family Team Meetings for youth in their care.

Level 2

- 1) The minimum number of Face to Face contacts is one (1) time per month with the youth. This meeting must be in the foster home.
- 2) A minimum of two (2) contacts per month with the foster family with one (1) visit being face to face and the rest may be by phone or e-mail. Contact at Family Team Meetings may be included.
- 3) The Contractor agrees to attend all the Family Team Meetings for youth in their care.

Level 3

- 1) The minimum number of Face to Face contacts with the youth will be two (2) times per month with one (1) face to face contact being in the foster home.
- 2) A minimum of one (1) contact per week with the foster family will occur with at least one (1) contact being face to face each month and the rest may be by phone or e-mail. Contact at Family Team Meetings is included.
- 3) The Contractor agrees to attend all the Family Team Meetings for youth in their care. Support is also provided in accordance with permanency objective and case plan goals established by DHHS

ASFC Agency refers legal parties to DHHS regarding case management decisions including but not limited to permanency objective, case plan goals, change in visitation.

DHHS is responsible for communicating with legal parties involved with each specific case.

If contacted by the GAL, ASFC staff shall give information regarding day to day activities and progress of the youth, including but health and well being, behaviors in the foster home and school performance and behaviors.

DHHS is responsible for signing a release of information for the ASFC staff to speak to any outside entity as is appropriate within the services provided by the ASFC agency. As temporary legal custodian, DHHS will be privy to any outside contact by the ASFC agency with other entities including the GAL. Parameters for such outside contact will be established through a properly executed release of information.

Visitation Standards	Visitation Standards
ASFC Agency supports and follows the visitation plan established by the Department and in accordance with any court ordered visitation plan including transportation to visits within 25 mile radius at no additional cost to the department; transportation beyond 25 miles can be provided by foster parents or ASFC agency staff with prior authorization by CFS	CFS Specialist determines visitation plan details and provides to foster parents and agency
When appropriate and agreed upon by the ASFC agency and DHHS, ASFC Agency is responsible for providing visitation with siblings and the child in their care including transportation to the visit, if necessary, and supervision of the visit	

Education Standards	Education Standards
ASFC Agency supports foster parents in regard to school including transportation and after school care in instances where the foster parent works and/or cannot provide transportation or after school care.	CFS Specialist provides foster parent and agency with relevant information regarding education
For youth suspended from, expelled from, or not enrolled in school or who have obtained their GED, the contractor shall provide or arrange for structured educational or vocational activities with prior approval of the CFS Specialist	CFS Specialist reviews and approves educational plans for youth requiring an alternative to traditional education which will be submitted to them by the ASFC agency staff.
ASFC Agency shall provide assistance with homework or arrange for the provision of additional assistance as needed.	

ASFC Agency shall provide each youth with the minimum school supplies required by each school

ASFC Agency shall maintain regular contact with school to monitor the youth's progress

ASFC Agency shall provide regular updates to CFS specialist as part of the reporting process by the 15th of the following month and more often as requested.

Service Standards	Service Standards
ASFC Agency attends family team meetings	CFS Specialist schedules Family Team Meetings
ASFC agency staff initiates supportive services to the foster parent as outlined during team meeting; updates child specific support plan and provides updated version to CFS Specialist for approval as appropriate.	CFS Specialist discusses Child specific support plans with ASFC staff and foster parents evaluating strategies. Team makes changes as indicated by progress.
The contractor shall assure that involvement with the youth's family occurs in accordance with the case plan as directed by the CFS Specialist. This may include, but is not limited to assisting the foster parents in understanding and supporting case plan goals, permanency goals, and visitation plans. Additionally, ASFC staff will support family involvement in medical appointments, educational meetings and extra-curricular activities of the children placed with them as appropriate.	

Respite Standards	Respite Standards
ASFC Agency provides Respite care for youth placed in their agency supported homes at a minimum of three days monthly at no additional cost to the department	CFS approves Respite Care arrangements made by the ASFC agency. Respite care exceeding 10 days must be approved in writing by the NSA Administrator or designee.
	When respite with a relative or person known to the child is approved, CFS Specialist does all appropriate background checks.

Safety Standards	Safety Standards
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The ASFC Agency will insure that the foster home maintains a safe, structured and nurturing environment

CFS Specialist will share information prior to and during placement including risk and safety information, relevant health information, background facts and on-going case information

The ASFC Agency shall allow community treatment providers access to youth that have been authorized by practitioners to receive treatment services through Medicaid and Medicaid Managed Care.

CFS Specialist will inform the ASFC agency of services that are being provided through Medicaid, Medicaid Managed Care or other agencies.

If ASFC Agency staff has reasonable cause to believe that a child has been subjected to conditions or circumstances which reasonably would result in child abuse or neglect, the agency shall immediately report the matter to the Department's hotline 1-800-652-1999

The Department may removed a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, or other causes determined by the Department to be in the best interest of the youth.

Immediately after notifying the hotline, ASFC staff shall notify the CFS Specialist assigned to the case. If this is outside of business hours, ASFC staff should notify the on call worker for that workers local office.

CFS Specialist or on call worker shall take action as appropriate to the situation regarding safety planning or removal of children within the placement

Vocational and Employment Standards

In accordance with the Comprehensive Service Plan, the ASFC Agency shall facilitate, coordinate and assist the youth in obtaining and maintaining volunteer work or paid employment in the community.

Vocational and Employment Standards

Medical Standards Emergency

ASFC Agency Staff is required to obtain all necessary emergency medical care for youth placed in their care. Placement paperwork gives the foster parent permission, in the case of an emergency where time is of the essence, permission to sign for that care.

When emergency medical care is obtained for a youth, the ASFC Agency shall notify the CFS Specialist or designee, and parent, if appropriate

Medical Standards Emergency

CFS Specialist receives notification of emergency medical treatment and determines appropriateness of notifying parents

If the emergency is of a psychiatric nature, which may necessitate hospitalization, the ASFC Staff shall contact the CFS or designee immediately. If the CFS or CFSS supervisor is not available or notification needs to be made outside of business hours, ASFC agencies should contact the abuse neglect hotline at 1-800-652-1999

CFS Specialist or DHHS designee receives notification of emergency psychiatric situation from agency and determines appropriate parties to notify

Non-emergency

Non-emergency care shall include but is not limited to: routine or elective medical examinations including annual health checks, routine and elective medical tests, routine and elective medical procedures, any non urgent medical care that can safely be delayed until the CFS Specialist is contacted to give informed consent for medical care

ASFC Agency staff shall obtain prior consent from the CFS Specialist for non emergency medical care

ASFC Agency staff shall utilize Medicaid and Medicaid Managed Care approved medical and mental health practitioners as agreed upon by the Department

The ASFC Agency shall document all medical contact, emergency and non-emergency in the youth's case file and provide this information in reports.

ASFC Agency will provide copies of Medical contact forms completed by foster parents to CFS Specialist for the file.

Non-emergency

CFS Specialist shall determine appropriate medical consent and shall direct the ASFC staff in regard to assisting biological parents in arranging medical care for their youth.

The Department is responsible for all medication costs not covered by Medical or Medicaid Managed Care

Medication Standards

ASFC Staff will notify CFS specialist of all psychotropic medications prescribed for youth within 24 hours. ASFC staff will provide CFS with notification of change to psychotropic medications within 24 hours.

Medication Standards

The contractor agrees that the foster placement will maintain an individual medication log for each youth in care.

CFS Specialist must approve all medications prescribed and must be immediately made aware of any changes in medication for approval as well.

The medication log be routinely checked by the ASFC agency staff in charge of the foster home and shall be made available to the CFS Specialist upon request.

Transportation Standards

The ASFC Agency shall provide or arrange for transportation for youth to services within a 25 mile radius at no additional cost to the Department. This includes but is not limited to: activities and community service, therapy visits, doctor appointments, court and legal appointments, family visits, the school where the youth is currently enrolled

ASFC Agency may agree to provide transportation beyond the 25-mile radius with prior authorization by the CFS Specialist and may be reimbursed at a rate agreed to by the Department

ASFC Agency shall provide and use safety belts and child safety restraints to all passengers in accordance with Nebraska State Statutes including but not limited to: All children up to six years of age being transported by such vehicle use a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213.

Transportation Standards

CFS Specialists may authorize payment for transportation of a youth outside of a 25-mile radius

Personal Needs Standards

The Contractor is responsible for providing food, personal grooming items and clothing for the youth.

the Contractor shall complete an inventory at the time the youth enters the program

Personal Needs Standards

The Contractor is responsible for updating the inventory

The CFS Specialist shall assess, in conjunction with the contractor, the youth's clothing needs.

ASFC Agency youth are to insure that clothing is appropriate, in reasonable shape and fits the youth.

The CFS Specialist may authorize funds in order to purchase clothing up to the recommended clothing allotment.

Contractor shall provide each youth with a nourishing, palatable, well-balanced diet that meets the daily nutritional special needs of each youth. The foster home must provide at least three meals daily, at regular times comparable to normal mealtimes in the community. The foster home is required to provide an afternoon and evening snack.

The contractor shall provide each youth with personal grooming supplies. Such items include but are not limited to: soap, shampoo, deodorant, feminine hygiene products, toothpaste, toothbrush comb and basic haircuts with the permission of the parent or legal guardian.

Plan Development	Plan Development
ASFC Comprehensive Service Plan	ASFC Comprehensive Service Plan
ASFC Staff shall develop the Comprehensive Service Plan in support of the DHHS case plan and submit this plan to the CFS Specialist within 30 calendar days of the child's placement	CFS shall provide the contractor with a copy of the case plan and shall have input in the creating of the comprehensive service plan

The Comprehensive Service Plan shall include integrating the family into the care of the youth as deemed appropriate by the CFS Specialist. Activities may include but are not limited to: initiating and facilitating family meetings, including parents in daily care activities for the youth, encouraging and supporting a youth's participation in recreational activities, parent education, teaching specific techniques to manage the youth's behaviors, role modeling appropriate parenting of the youth, developing and facilitating family support groups, family days, taking an active role in school and community meetings, involving the family in developing and implementing transition and discharge plans.

Transition Plans	Transition Plans
The Contractor shall assist in transitioning the youth from ASFC to the family home, a lateral transfer or a less restrictive placement. This assistance shall include, but not be limited to technical assistance in behavioral management interventions and advocating for the youth with the school and community as needed. This includes pre-placement visits and assistance to a new provider prior to the youth leaving care.	CFS Specialist shall guide the transition plan for the youth and approve all services and strategies developed within the plan.
At the request of the CFS Specialist, the contractor shall be available for consultation with the reunified parent, pre-adoptive or adoptive parent placement or the pre-guardianship or guardianship placement and youth at any point after discharge.	If deemed appropriate, the CFS Specialist shall request continued contact by the contractor with reunified parent, pre-adoptive or adoptive placements and pre-guardianship or guardianship placements and the youth after the point of discharge.

Adult Living Preparation and Life Skills Training	Adult Living Preparation and Life Skills Training
The Contractor shall provide age-appropriate adult living preparation and life skills training, and develop a written plan.	
The Contractor shall administer the Ansell Casey Life Skills Assessment on any youth in their care that is at least sixteen (16) years of age.	

The Contractor shall utilize the on-line curricula or other life skill curricula.

The Contractor shall assure that all youth that are eighteen (18) years old, take the on line Chafee Assessment

The Contractor shall, in conjunction with the youth, prepare a written plan to assist the youth in preparation and transition to adult living. The plan shall be submitted to the CFS Specialist for their approval. The plan shall follow the youth at the time of discharge and shall include outcomes identified through the assessment to assist the youth to develop and demonstrate independent living skills

The plan will be formalized as part of the Comprehensive Service plan as outlined in the Department Case Plan and shall be evaluated by the youth's team.

CFS Specialist will evaluate the written plan to assist the youth with adult living preparation and life skills training.

The plan will be formalized as part of the Comprehensive Service plan as outlined in the Department Case Plan and shall be evaluated by the youth's team.

Discharge Plan

The Contractor agrees to provide discharge-planning services in conjunction with the CFS Specialist and the family.

The contractor agrees to begin discharge planning at the time the youth is accepted in the program and include the discharge plan in the Comprehensive Service Plan.

Discharge Plan

CFS Specialist shall participate in discharge-planning with the ASFC Agency and the family.

Special Needs

The Contractor shall, when serving youth with disabilities (hearing, visual, physical) and or language barriers, ensure the requirements of the Americans With Disabilities Act (ADA) are met and provide appropriate accommodations for the youth with special needs. See Contract pg 11.

Special Needs

Placement Stability

Placement Stability

The Contractor shall make every effort to maintain the youth in their original placement through the use of internal respite care services, completion of the foster parent general support plans and child specific support plans including the active use of the strategies identified, and any additional agency supports as approved by the CFS Specialist

The CFS Specialist shall work in conjunction with the ASFC Agency to ensure that services are put in place to maintain the stability of the youth.

The contractor shall not transfer a youth to any other foster care home or placement without prior authorization of the Department. The contractor must consult the CFS Specialist at least seven (7) days prior to moving a youth, resulting in a placement change.

CFS Specialist will work in conjunction with the ASFC Staff in regard to placement changes and if appropriate, give consent for placement change.

Discharge Procedures

The Contractor may return any youth placed hereunder to the Department for alternative placement upon submission of a written notice at least ten (10) days prior to said return. When the Contractor has requested the removal of a youth prior to the service plan discharge date, the Contractor shall provide the reason for removal.

The Contractor shall ensure that all personal belongings of the youth are returned to the youth or the CFS Specialist at the time of discharge.

The contractor shall provide a written copy of the inventory to the next placement, parent, CFS Specialist or guardian.

The Contractor is responsible for discharging the youth with at least the clothing listed on the admission form or the most recent updated inventory and any items purchased during the youth's stay.

Discharge Procedures

The CFS Specialist shall receive the written notice for return of youth for alternative placement and consult with the CFSS Supervisor to plan for alternative placement.

Required Reports

Required Reports

Upon placement, the Contractor shall immediately implement an interim service plan and begin assessing and establishing baseline strengths and needs. The interim plan shall be placed in the child's file

Progress Reports

The contractor shall submit type written progress reports to the CFS Specialist by the 15th calendar day of each month.

The contractor shall submit additional reports at the request of DHHS for court appearances, case planning and other special circumstances.

Progress Reports

The CFS Specialist may request additional reports for court appearances, case planning and other special circumstances.

Critical Incident Report

The Contractor shall immediately report (verbally) to the CFS Specialist or designee all changes which affect the youth's status e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status etc. For OJS youth, curfew that is missed beyond one hour should be reported.

Critical Incident Report

Discharge Summary

The Contractor shall provide the CFS Specialist a discharge summary within fourteen (14) calendar days of the youth leaving ASFC. The discharge summary shall include information regarding the youth's process, future plans and any progress toward independent living preparation and life skills training when applicable.

Discharge Summary

Personal Funds of Youth

The Contractor shall assure that any ASFC home that is holding, safeguarding or handling the personal funds of a youth being cared for in the Contractor's program shall keep individual records and keep the youth's personal funds separate from other funds.

Personal Funds of Youth

The Contractor shall return all monies remaining in the youths account to the CFS Specialist at discharge. If the CFS is not available, the Contractor shall return the funds to the youth or the youth's guardian within fourteen (14) calendar days of discharge.

The Contractor shall be liable in the event of loss or theft, for all the youth's funds retained by the Contractor for holding, safeguarding or handling.

Adoption Home Study

Adoption Home Study

ASFC Agency shall conduct home studies for the purpose of adoption.

ASFC Agency shall provide updates to the adoption home study as required for the purposes of adoption.

Child specific support plan process

Child specific support plans are to be a working document to support the absence of maltreatment and placement stability for the wards of the State of Nebraska.

Child specific support plans will be initiated by the agency at the time of placement. Information for the plan should be gathered from the CFS worker and foster parent in partnership with the ASFC agency. Completion of the plan is the responsibility of the ASFC agency.

Child specific support plans will include information from the general plan already in place for licensed homes so that strengths and weaknesses are analyzed in relationship to the placements being made. For approved homes, information regarding strengths, needs and weaknesses should be gathered from the approval home study.

The child specific support plan should be completed by the ASFC specialists in conjunction with the foster parents and both parties should sign the document indicating that all information has been discussed. The completed plan should be sent to the CFS worker within 30 days of placement for their approval. The CFS worker should then sign the document and provide it to their supervisor for approval and their supervisor's signature. A copy of the signed support plan should be retained for the CFS file and return a copy to the agency. The agency should insure the foster parents are supplied with a fully completed and signed copy of the support plan for their reference.

Child specific support plans are to be reviewed at team meetings. Support plans should also be discussed monthly during agency contact with the foster home. Progress and minor changes should be reported in the standardized monthly report submitted to HHS. If, in reviewing the document changes are made, a new support plan should be created which includes all relevant information. Copies of the newly updated child specific support plan should be provided to the foster parent and the CFS case manager by the ASFC agency within 10 working days of the update. Any changes or needs addressing the safety of the child should be brought to the immediate attention of the department by phone for CFS approval/permission. Direct contact with DHHS staff is required. If the CFS specialist or CFSS supervisor is not available, contact should be made with the on call worker.

In completing the form, please indicate when a response is not applicable rather than leaving the information blank. This will insure that all questions or sections have been read and considered. For instance, if there is not a CASA assigned to a case, please indicate this is not applicable or NA.

Child Specific Foster Parent Support Plan

Foster Parent Name: _____

Address: _____

Phone Number(s): _____

Child being placed with you: _____

DHHS Case Manager Name: _____

Address: _____

Phone number(s): _____

DHHS Supervisor Name: _____

Phone number(s): _____

As case manager, I am the legal guardian of the child/children placed with you. My responsibilities are to work with the biological family toward the permanency goals, assure that the child/children are safe and well cared for and have visitation with their family and those significant in their lives as deemed appropriate. Additionally, I am ultimately responsible for seeing that the child/children's medical and educational needs are met. Together with the family, court, agency and you, will we work to assist the family in meeting their goals.

Agency Support Foster Care Specialist (ASFC) Name: _____

Address: _____

Phone Number(s): _____

ASFC Supervisor Name: _____

Phone Numbers: _____

On-Call Number: _____

As your Foster Care Specialist, I am responsible for being your front line of information and support. I will keep in regular contact with your case manager. I will work together with foster parents, youth and their families and DHHS to help children and family to have success in the journey through the system. I offer support twenty-four (24) hours a day and seven (7) days a week through the on-call phone in addition to normal business hours. I will be meeting with you regularly to see how things are going and answer any questions that you might have.

Others who may be involved in the child's case:

Guardian Ad Litem Name: _____

Address: _____

Phone Number(s): _____

The Guardian Ad Litem is responsible for seeing that the best interest of the child is met. I maintain contact with the family, child/children and DHHS case manager. Additionally, I may want to contact the ASFC Specialist along with you, as caregiver to the child/children. I look at all aspects of the case and report back to the court.

Court Appointed Special Advocate (CASA) Name: _____

Address: _____

Phone Number(s): _____

CASA is a volunteer that is appointed by the court to act as an advocate for the child. I maintain contact with the all of the parties of the case including the family, DHHS case manager, therapist, ASFC Specialist. I look at all aspects of the case and report back to the court.

General strengths of the foster parent: _____

Limitations and areas needing further training or support:

Do you have any concerns regarding the child being placed with you? _____

What do you feel we could do to assist you with those concerns? _____

Support Plan to address these issues:

Evaluation of Progress:

Date original plan created:

Foster Parent Signature:

ASFC Specialist Signature:

CFS Case manager Signature:

CFSS Supervisor Signature:

AG#
3438050

4139-01

AMENDMENT TO AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND**

NOVA THERAPEUTIC COMMUNITY

AMENDMENT ONE, JULY 2011

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **1941 South 42nd Street, Suite 328, Omaha Nebraska 68105** (hereinafter "Contractor").

The Contract between the parties dated July 1, 2011 is hereby amended as follows:

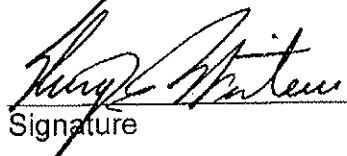
Article III.H.6 is amended to read:

In the Northern Service Area the ratio of supervision of the foster homes by the Foster Care Specialist shall be determined within the agency with consideration given to the experience and capability of the worker and the number of children placed in the home on each tier.

All other terms and conditions remain in full force and effect.


IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.


FOR DHHS:


Signature

Kerry T. Winterer, CEO
Department of Health and Human
Services

FOR CONTRACTOR:


Signature


Title

DATE: 6/22/2011

DATE: 6-28-11